IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

LIFE INSURANCE COMPANY OF NORTH AMERICA,)	
Plaintiff,)	
v.)	Case No. 08 CV 00963
DEBRA A. BROWNING and THERESA A. SCIMECA (Individually and as Guardian of))	
her minor child, CODY BROWNING,)	
Defendants.)	90

JOINT INITIAL STATUS REPORT

NOW COME the parties, by their respective counsel, and as their Joint Initial Status Report, state as follows:

- 1. LINA brings this Rule Interpleader Action to obtain adjudication as to the competing claims to a death benefit in the amount of \$77,100. The defendant-claimants either have or will file competing claims for declaratory judgment as to the rightful allocation of the proceeds.
- 2. Plaintiff seeks to deposit this interpleader stake with the Court Registry and obtain an order of discharge and award of fees. Defendant Theresa Scimeca seeks 100% of the proceeds for the benefit of the decedent's minor child. Defendant Debra Browning contends that 25% of the proceeds should be paid to her.
 - All parties have been served and have appeared through counsel.
- 4. Scimeca is the first wife of the decedent and mother of Cody. Debra Browning is the second wife of the decedent and was married to him at the time of his death. Theresa contends that, pursuant to the Judgment for Dissolution of Marriage and the Marital Settlement

Agreement between them ("Marital Settlement Agreement"), the decedent was required to maintain a life insurance policy with Theresa as the beneficiary until Cody became emancipated. Section 10.1(B) of the Marital Settlement Agreement provided that one of the circumstances constituting an "emancipation event" is when Cody has a "permanent residence away from the permanent residence of the custodial spouse." In a beneficiary designation Form dated on or about June 28, 2003 (the "BDF"), the decedent designated Debra Browning to receive 25% of the Proceeds and Cody to receive 75% of the Proceeds. Debra Browning claims 25% of the proceeds, contending that Section 10.1(B) of the Marital Settlement Agreement did not restrict the decedent from changing his beneficiary because, she alleges, Cody went to live with the decedent and her on a full-time basis and was therefore emancipated within this meaning of the Marital Settlement Agreement. Theresa Scimeca contends that the Marital Settlement Agreement continued to require the decedent to maintain Scimeca as the 100% beneficiary, for the benefit of Cody, and claims 100% of the proceeds. The principal legal issue concerns the interpretation of the Marital Settlement Agreement.

- 5. One of the principal factual issues may include Cody's living arrangements in relation to Section 10.1(B) of the Marital Settlement Agreement.
 - There are no motions pending.
 - 7. No discovery has been conducted.
- 8. The defendant-claimants expect to conduct written discovery and take fact depositions. Presently, expert testimony is not anticipated.
- 9. The parties propose sixty days, until May 7, 2008, to make Rule 26(a)(1) disclosures, and 120 days, until July 7, 2008, to conduct fact discovery.
 - 10. September 7, 2008.
 - 11. 1 to 2 days.

- 12. No jury trial demanded.
- 13. The defendant-claimants engaged in settlement negotiations, but were unable to reach a settlement.
- 14. The defendant-claimants consent to a magistrate.

LIFE INSURANCE COMPANY OF NORTH AMERICA

By: /s/ Adam L. Saper
One of Its attorneys

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